

IPSO Annual Statement

Period 08/09/2014 – 31/12/2014

1. **Factual Information of Regulated Entity – D.C. Thomson Group**

Company Number SC005830

Established 1905

Average monthly number of employees 1,841

Turnover year to March 2014 - £239.6m

1.1 **List of titles/products**

Newspaper Titles	Circulation Per Issue (Incl Subs & O/Seas) As at 31/12/2014
Dundee Courier & Advertiser	43,623
Evening Telegraph	17,303
Sunday Post	190,509
Weekly News	20,166
Aberdeen Press & Journal	57,040
Evening Express	29,469
Citizen (Free Newspaper)	54,500
Scot-ads	2,900

Magazine Titles	Circulation per Issue (Incl Subs & O/Seas) As at 31/12/2014
Peoples Friend	211,043
Peoples Friend Special	39,626
Peoples Friend Pocket Novel	8,840
My Weekly	103,597
My Weekly Special	11,131
My Weekly Pocket Novel	3,462
Scots Mag	22,735
This England	48,528
Evergreen	15,995
Scottish Wedding Directory	2,501

Comic Titles	Circulation Per Issue (Incl Subs & O/Seas) As at 31/12/2014
Beano	33,709
Commando Gold	3,946
Commando Home of Heroes	3,946
Commando Action & Adventure	3,946
Commando Silver	3,846
D&G Epic	16,706
WWE	25,702
100% Gaming	29,056
Jacqueline Wilson	37,645
Shout	34,943
Animals & You	35,529

1.2 Regulated Entity's responsible person

Mrs Irene Douglas ACMA—Group Company Secretary

1.3 A brief overview of the nature of the Regulated Entity

The groups' trading activities consist of the printing & publishing of newspapers, the publishing of magazines, the publishing of Books, gifting, online publishing of content including genealogy and newspaper archive records and the provision of data hosting and associated technological services.

2. Copies of internal manuals, codes or guidance used by journalists

Copies of the DCT/AJL Code of Conduct & Editors Code of Practice which are issued to all staff are attached. The terms and conditions for freelance contributors is also attached.

3. & 3.1 Brief details of the compliance process, including how the Regulated Entity deals with Pre-Publication guidance under Regulation 4.5

Editors and senior editorial executives are aware of the Pre-publication guidance under regulation 4.5 and use it to seek guidance where appropriate.

3.2 Verification of stories

There are various levels of corroboration required depending on the quality of the source, the journalist's pedigree and the nature of the story. In all cases a response/balance is required and sought from those at the centre of any claims. Where applicable all reporters seek a secondary source. However on occasions where it is difficult to get one, it is for senior editorial executives to decide whether they are happy to rely on a single strong source and supporting evidence.

All editorial staff comply with both the Editor's Code of Conduct, administered by IPSO, the DC Thomson Code of Conduct and responsible journalistic practices.

3.3 Compliance with the Editors' Code of Practice, including any adverse findings of the Regulator and steps taken to address such findings:

All Editorial staff comply with both the Editors' Code of Practice, administered by IPSO, and the D.C. Thomson Code of Conduct. It is part of the terms and conditions of their employment and breaches are dealt with under the company's disciplinary procedure.

Adverse adjudications during the period are noted below.

Date/Reference	Publication	Relevant Code Provisions	Remedial Actions
11/09/2014 0120-14 Wilson	Press & Journal	Clause 1 (Accuracy) -- In part Upheld Clause 2 (Opportunity to Reply) Not Upheld	Correction published on Page 3 of print edition and on P&J homepage for 48 hours

All complaints are logged with a brief note kept of the complainer, the nature of their concerns, the person responsible for the content complained of, and the resolution. The log is managed by each individual editor and a copy is collectively managed by the Editor-in-chief. Complaints are filed under general, legal and IPSO and stored for a minimum of three years. As part of management of the complaints process, editors oversee and identify any patterns or trends and ensure the process is being followed correctly and consistently.

Senior editorial executives are also responsible for potential Public Interest Defences and decisions where there may be challenges or give rise to potential complaints. A brief note of the conversation, who attended and contributed, thought processes and decisions made are filed and managed by each title's editor. A copy is also filed with the Editor-in-chief.

A whistleblowing procedure is in place and is detailed in our internal Editorial Code of Conduct.

3.4 Editorial complaints which the Complaints Committee determines under regulation 19.

All titles fully comply with IPSO requests and handle complaints and the process promptly in accordance with IPSO requirements, including actions and any remedy requirements.

3.5 Training of Staff

Mandatory training covering the Editors' Code of Practice and ethics in general is currently in place and a record is kept of all staff who have been on the course and when. It is a requirement to have training every year. This is supplemented by discussion based training for senior editorial executives who either handle complaints and/or make editorial decisions regarding content.

During the period covered by this audit, the latest scheduled training for all staff was postponed in order to be updated to reflect the changes under IPSO and include additional elements covering The Bribery Act and the Data Protection Act. This training has been provided electronically by Press Association with all staff required to complete all modules on an annual basis. The nature of the eLearning modules is about awareness of the Code



requirements and how and what to do. The roll out began in July with staff required to complete the course within six weeks.

4. Details of Steps taken by the Regulated Entity in response to any adverse Adjudications by the Regulator during the previous year.

We have noted the steps taken in response to the adverse adjudication at 3.3 above.

A handwritten signature in cursive script, appearing to read "Irene Douglas".

Irene Douglas
Group Company Secretary

CODE OF CONDUCT

Company Values and Editors' Code of Practice

All DC Thomson newspapers are committed to journalism of the highest standards. We aim to produce our newspapers with accuracy, honesty and fairness. As a result we have earned and secured the trust of our readers.

We expect and require all of our journalists to adhere to the DC Thomson company values and to abide by the Editors' Code of Practice which is enforced by the Independent Press Standards Organisation.

All editorial staff are expected to have a working knowledge and understanding of the content of the Editors' Code of Practice and a commitment to the highest ethical standards. It is required that the Code is kept to hand at all working times. (Copies are available from your line manager)

It is our policy to handle complaints courteously, professionally and timeously. We will publish clarifications and corrections when necessary, as quickly as possible and with due prominence. Appropriate space will be set aside early in the paper to do so unless the complainant requests otherwise (eg. sport corrections in sport).

Staff Training

Mandatory e-learning will be provided on IPSO guidelines and ethics for all editorial staff who will be required to complete this on an annual basis.

Contractual Requirements

All editorial staff will be contractually required to abide by:

- DC Thomson's company values and this editorial Code of Conduct
- the Editors' Code of Practice
- the editorial complaints / clarifications and corrections procedure.

Failure to abide by any of the above may lead to disciplinary proceedings, which, in the event of either consistent, serious, or deliberate breaches could result in dismissal. Investigations will be handled in the first instance by a senior editorial executive with any disciplinary proceedings handled at editor level. Rights of appeal will be heard by the Editor-in-Chief.

No member of staff should feel under pressure to breach the Editors' Code of Practice or DC Thomson company values. In the event that any staff member feels that they – or their colleagues – have been put in this position, they should raise their concerns with their line manager or confidentially with the editorial HR Business Partner. The matter will be investigated at senior level and action taken as appropriate.

Public Interest Defence

Following changes to the Editors' Code of Practice, the Public Interest rules require editors who claim a breach of the Code was "in the public interest" to show that they had good reason to believe that the public interest would be served, and to demonstrate *how and with whom that was established at the time*.

Any decision to use the Public Interest defence must be done with the knowledge of the editor or designated deputy in their absence following discussion at senior editorial level.

A brief note must be taken of the steps taken prior to publication, including details on who was involved in the discussion / debate and at what time in the publication process, as well as the clear grounds on which they believed the public interest would be served. The note should be filed electronically in the Public Interest folder managed by each title's editor. A copy must also be filed with the Editor-in-Chief.

Potential Clash Of Interest

It is incumbent on all writers to declare any potential conflict of interest in stories they are covering to their line manager. Business reporters should provide a list of all companies that they hold shares in directly to their

editor. They do not need to declare the number they possess nor do they need to include details of investment trusts or financial products in which the shares of many companies are held together with bonds and cash.

Hospitality and Entertainment

Newspapers run more of a risk of being party to bribery and corruption than most businesses and, therefore, must adopt robust procedures for protecting staff and the brand from falling foul of attempts to undermine credibility and confidence.

There are several areas of normal business that are open to abuse and there are clear positions to be taken by staff in particular circumstances.

In general, however, transparency is the key to ensuring the brands and individual members of staff are not left open to accusations of corruption.

It is an accepted practice that entertainment and hospitality will be offered to editors and senior and specialist editorial staff. It is acceptable to take part in these activities provided the overall value is reasonable and that there is not a disproportionate expectation of response.

Staff must evaluate an offer to ensure the process is open and transparent and there is no risk of bribery or corruption.

Key questions to ask are:

- What is the purpose of the activity and is it proportionate?
- Is it legitimate to build a relationship? What is the host's intention?
- Does the newspaper benefit?
- If other parties were to take part in the same activity on the same basis, would we write about it?

Examples where it is acceptable are:

- Building a positive relationship
- Promoting or highlighting interests
- Sharing joint interests
- General fact finding

There is no definitive way to assess each offer of hospitality or entertainment but there are clearly situations that editorial staff should avoid, including:

- Where there is an expectation of a "quid pro quo" in that those extending the offer are expecting something specific in return.
- Where a gift of cash is part of the experience.
- Where the activity is inappropriate, i.e it is sexual or illegal

In general terms invitations to meals, sporting or cultural events with modest travel or accommodation included would be acceptable from a provider who could be expected to have a business relationship with our newspapers.

Small, modest gifts like branded merchandise proportionate to the relationship would also be acceptable but never cash.

While it is difficult to put a maximum value on entertainment and hospitality offered, common sense and transparency is the key when deciding what is and is not acceptable.

Where in doubt please take advice from your line manager.

All gifts and entertainment should be recorded on paper at the moment, but an online register will be made available in due course.

Review materials

Where items such as books, CDs, videos, computer games and other consumer goods are offered for review, they should only be accepted on the understanding that there is no guarantee that the items will feature in the publication.

Anything offered on the condition that it is featured, favourably or otherwise, should be refused. Items that are received but not reviewed should be disposed of by means of charity sale to staff.

Holiday and travel experiences

It is forbidden for staff to try to elicit travel or accommodation directly from private companies.

Offers of holidays and travel experiences for review should be passed to a designated senior executive. They can only be accepted on the understanding that there is no guarantee of a favourable report in any publication.

A register of all staff who have been offered a facility trip should be kept and monitored by the editors.

There must be a fair and transparent system for deciding which staff members are to receive holiday or travel offers. Again this will be handled by a senior executive on the title.

Procedure to follow if cash or cheques are sent into title

1. Members of staff are NOT permitted to keep any monies sent in by readers for their own personal use, or for any other purpose.
2. All offices must keep a log book in which any cheques or cash sent in are recorded and it is the responsibility of a title Editor to ensure that this is done.
3. If any money or cash is sent in, the employee who receives it must immediately bring it to the attention of their line manager, who will ensure that it is officially logged.
4. The reader should then be sent a letter, enclosing an SAE, thanking them, but telling them that what we do is all part of the service, it would also explain that we do have a fund for charity (DCT chosen charity or the title's chosen charity, i.e. the Francis Gay fund) and that we can either return the cash/cheque to them or pass it to the charitable fund.
5. We would then follow their preferred course of action. In the meantime, the money should remain with the line manager. If the reader opts for it to be given to charity, the money should be sent to the PA to Editor-In-Chief in your office.

OTHER MEDIA AND/OR PUBLISHING WORK

In addition to your contractual obligations with the Company, all other media and/or publishing work should first be cleared at senior editorial/executive level.

Where an individual is undertaking media work as a result of their position within the company, they must ensure their position and publication must be credited prominently.

You shall use also your best endeavours to promote and protect the interests of the Company or any associated company and shall not do anything which is harmful to those interests.

COMPLAINTS, CLARIFICATIONS & CORRECTIONS

Policy Statement (*Published under the Opinion column of each title*)

The <NEWSPAPER TITLE> is committed to journalism of the highest standards and we aim to produce our newspaper with accuracy, honesty and fairness.

Our journalists adhere to these principles and the DC Thomson company values of integrity and respect. We abide by the Editors' Code of Practice which is enforced by the Independent Press Standards Organisation. It is our policy to publish clarifications and corrections when necessary as quickly as possible and with due prominence.

You can contact us by e-mail at <insertreaderseditor@emailaddress>, by writing to The Editor, *The <TITLE>*, 80 Kingsway East, Dundee DD4 8SL, or by calling us on 01382 575 541.

Information about the Code of Practice can be obtained from Independent Press Standards Organisation, Gate House, 1 Farringdon Street, London EC4M 7LG. Telephone: 0300 123 2220. Email: inquiries@ipso.co.uk.

Process and Procedure

Each title will appoint a senior executive to handle and investigate **ALL** complaints, clarifications and corrections in the first instance. Complaints, clarifications and corrections will not be dealt with by staff directly.

An acknowledgement will be sent within 24 hours of receipt of the initial complaint and we will aim to resolve all complaints, wherever possible, within seven working days.

All complaints, clarifications and corrections will be recorded in line with the agreed procedure and subject to an annual audit. Where clarifications and / or corrections are necessary we will publish these with due prominence on an appropriate early page as quickly as possible.

Each title reports IPSO and legal complaints to the newspaper board on a monthly basis.

A further collated report is submitted by the Editor in Chief to the main board's Audit/Risk Compliance committee every six months

COMPLAINTS will be:

- Filed centrally under three headings: Legal, IPSO and General
- Filed using the electronic version of the attached form with a copy of the original article and any subsequent corrections / clarifications will be held on file by admin/PA
- Logged with the title editor and then the Editor-in-Chief who has responsibility for compliance

NEWSPAPER COMPLAINT FORM

Name of person taking call: Date: Time:

Name of complainant:

Address:

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Contact numbers: E-mail:

Nature (and date) of complaint:

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Has an acknowledgement been sent? [] Has a copy of original article been attached? []

Cause and nature of error and staff members involved:

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Resolution / action taken to resolve complaint:

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Resolution date and by whom:

Has copy of any correction / clarification been attached? []

DC Thomson Ltd –Standard Contributor Terms

INTRODUCTION

This document sets out the standard contributor terms for the provision of freelancer Contributions to D.C. Thomson & Company Limited; Aberdeen Journals Limited; Puzzler Media Limited and/or This England Publishing Limited (such entities being referred to both collectively and individually throughout these contributor terms as the '**Company**'). These contributor terms shall be referred to as the 'Standard Contributor Terms'.

You may receive a covering letter in addition to these Standard Contributor Terms offering you the opportunity to have your Contributions included in one or more of the DCT Group Products and setting out any specific terms relating to your Contributions as determined by the Commissioning Editor (which letter shall be referred to as the '**Covering Letter**'). The Standard Contributor Terms and the Covering Letter (where applicable) shall together be referred to as the '**Agreement**'. In the event of any conflict between the provisions of the Standard Contributor Terms and those set out in the Covering Letter (where applicable), the terms of the Covering Letter shall take precedence over the Standard Contributor Terms.

Before any Contribution of yours is commissioned by the Company, you and the Commissioning Editor should also agree the main points to be covered in such Contribution, the deadline, the fee to be paid for such Contribution (if applicable) and any special requirements.

By submitting a Contribution and/or accepting a commission for a Contribution to the Company you agree that you have read, understood and agree to the terms of the Agreement, as amended from time to time. Acceptance of the terms of the Agreement is a pre-requisite for your Contribution being commissioned.

Please note: A Glossary of key terms is included at the end of these Standard Contributor Terms.

EDITORIAL STANDARDS

We expect that everyone who contributes content to the Company acts with the highest standards of integrity and ethics.

By accepting the terms of the Agreement, you hereby represent, warrant and undertake:

- the Contribution you submit to the Company is your own original work and not copied wholly or substantially from any other source;
- you have used all reasonable endeavours to ensure that the Contribution you submit to the Company is not defamatory of any person or entity
- the Contribution you submit to the Company does not misuse any private or confidential information of any person or entity; and
- is not likely to render you or the Company in contempt of court or in breach of any criminal law, including (but not limited to) improper obtaining, processing or disclosure of data, surveillance, harassment, trespass, bribery or any other law or regulation whether during the course of your journalistic activities or otherwise.

You undertake not at any time to do anything to bring the brands, trademarks and/or reputation of the Company and the DCT Group into disrepute.

By accepting the terms of the Agreement, you confirm that any use which the Company might make of your Contribution in accordance with such terms will not infringe any person's rights, including but not limited to intellectual property, privacy, confidentiality, performance, data protection or any other right.

We require all newspaper contributors to work in accordance with the Editors' Code of Practice regulated by the Press Complaints Commission (or any successor body). In the event of a complaint relating to your Contribution, we will require your full cooperation in the resolution of the matter.

If you have any queries on these points, please discuss these with your Commissioning Editor.

RIGHTS TO THE CONTENT

It is very important that there is a clear understanding by you as to what rights are being granted by you under the Agreement in the Contributions you submit to the Company. As is the case with other publishers, the Company needs to have certain rights to allow it to reach different audiences and devices with the content.

The Company requires and you agree to grant the DCT Group the following rights in respect of all Contributions you submit for the full period of copyright including all renewals, reversions, extensions and revivals of such period:

1. The exclusive right to first publication in any Media (as defined below), in any language, anywhere in the world in any of the Company's Products at the Company's discretion.
2. Following the Company's first use as described in point 1 above, the non-exclusive, transferable right to reuse, republish and retransmit your Contribution in any Media, in any language, anywhere in the world, in any of the DCT Group's Products at the DCT Group's discretion and without further payment to you. These rights will continue to apply and cannot be revoked.
3. The right to translate, amend, cut or alter your Contribution as the DCT Group sees fit in accordance with the Company's normal editorial practice.
4. In the event that your Contribution (or a version of it) features in one of the DCT Group's newspapers, the right to authorise the Newspaper Licensing Agency (the 'NLA') and, in the case of use of the Contribution in any Product, any other collection society, to distribute or license the distribution of your Contribution for the NLA's or other collection society's respective licensed acts and purposes as amended from time to time.
5. The non-exclusive right to use, store, publish and/or transmit your Contribution in internal archives and databases managed and used by the DCT Group.

6. The non-exclusive right to permit third parties to use, store, publish and/or transmit your Contribution in their external archives and databases for research purposes only. External archives and databases offer access for research purposes to material from a wide range of sources. They are usually accessible on-line but also in other Media. Examples of such external archives include Lexis Nexis and Factiva.
7. The non-exclusive right for the DCT Group to Syndicate your Contribution subject to payment to you of 50% of all net revenues received by the DCT Group and attributable to such Contribution.
8. A right of first refusal (not to be unreasonably delayed) to publish a collection of works in book form (in any format including, but not limited to, printed, electronic and audio books) where the Contribution(s) you submit form the sole or majority part of such collection (a 'Book Collection').

For the avoidance of doubt, except as expressly granted herein, all rights to the Contribution of whatever nature throughout the world will be retained by you (including copyright).

Without prejudice to the right of first refusal in paragraph 8 above, in certain circumstances we may look to publish a Book Collection. Save where any Contribution(s) were commissioned by us for the express purposes of a Book Collection, any publication of a Book Collection by us would be subject to new contractual terms to be agreed between you and the DCT Group (including relating to additional payments to you).

In certain circumstances, it may be necessary to publish a photograph of you for publicity, promotion or other activity relating to your Contribution. In the event that this is required, you grant the DCT Group permission to publish a photograph of you of its choosing.

JOINT CONTRIBUTIONS

If we make any changes to or jointly contribute to a Contribution you will not be entitled to use the jointly created or edited version of such Contribution yourself or authorise any third parties to use it without the Company's prior written consent.

CHANGES TO THESE TERMS

In the future the Company may change these Standard Contributor Terms by posting the changes online. Where this is the case, you will be notified of the relevant website address by your Commissioning Editor and the changes will take effect following such notification. For the avoidance of doubt, any changes to the terms set out in any Covering Letter will require your prior written consent (which consent may, without limitation, be given by email).

GLOSSARY

The section below provides definitions to several of the key terms used above:

Book Collection: a collection of works in book form (in any format including, but not limited to, printed, electronic and audio books) where the Contribution(s) you submit form the sole or majority part of such collection.

Contribution(s): original material contributed by you to the Company, whether on the basis of a commission from the Company or otherwise proactively sent to the Company by you.

Covering Letter: a letter submitted to you with these Standard Contributor Terms offering you the opportunity to have your Contributions included in one or more of the DCT Group Products and setting out any specific terms relating to your Contributions as determined by the Commissioning Editor. The Covering Letter shall form part of the Agreement relating to all Contributions.

DCT Group: means DC Thomson & Co Limited (Company Number SC005830) or any related subsidiaries, holding companies or subsidiaries of such holding companies from time to time (including, without limitation, the Company).

Exclusive: means the Company is the only one entitled to perform the action referred to.

Media: means any present and future media formats, including but not limited to print publications, digital products, websites, apps, audio publications, electronic publications and interactive publications.

Newspaper Licensing Agency (the NLA): set up in 1996 to offer sole traders, companies, educational institutions and any other body - a one-stop shop for a licence to photocopy, digitally copy or transmit cuttings of the UK's national media as well as many regional and foreign titles.

Non-exclusive: means that both the Company and you have the right to perform the actions referred to and you can also allow third parties to perform the same actions.

Products: the branded titles made available by or licensed by the DCT Group at any time, anywhere in the world in any Media including (but not limited to) print publications, digital products, websites and all present and future media formats and in any language.

Syndication: the direct or indirect re-licensing to third parties in any language of all or part of any Contribution licensed to the DCT Group under this Agreement for the purposes of integration into any such third party's own products. Revenues arising from Syndication include but are not limited to one-off payments, subscription fees and advertising share. Where your Contribution is Syndicated you will be paid a share of the net revenues received from such third party which are attributable to Syndication of your Contribution. The term "**Syndicate**" as used in these terms shall be interpreted accordingly.

